



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

May 17, 2022

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

SEVEN-YEAR LEASE AMENDMENT DEPARTMENT OF PUBLIC SOCIAL SERVICES 360 EAST MISSION BOULEVARD, POMONA (FIRST DISTRICT) (3 VOTES)

SUBJECT

Approval of a proposed seven-year amendment to an existing lease to provide the Department of Public Social Services (DPSS) continued use of 15,750 square feet of office space and 75 on-site parking spaces for the In-Home Supportive Services (IHSS) program.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed amendment is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed amendment with Gardena Memorial Medical Plaza, LLC (Landlord), for approximately 15,750 square feet of office space and 75 on-site parking spaces located at 360 East Mission Boulevard, Pomona, CA 91766, to be occupied by DPSS. The estimated maximum first year rental cost is \$424,219 plus a lump sum payment for tenant improvements of \$60,000 and deducting a rent abatement of up to and no greater than \$5,884, for a total first year estimated cost of \$478,335. The estimated total amendment cost is \$3,305,000 over the seven-year term. The rental costs will be funded 81.48 percent with State and federal funds and 18.52 percent with net County cost.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed amendment, and to take actions necessary and appropriate to implement the proposed amendment, including, without limitation, exercising any early termination rights and any options to extend. If the two-year option to extend is exercised, the estimated maximum first year rental cost in the option term is \$516,670 and the estimated total lease cost would be \$4,349,000 over the nine-year term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The IHSS has occupied the subject facility since 2008. IHSS is a direct service program and helps pay for services provided to low-income elderly, blind, or disabled individuals. This facility will allow DPSS to continue to provide services to residents in Pomona, San Dimas, La Verne, Diamond Bar, and Claremont. An average of 63 clients visit this IHSS office daily. This public office is occupied by 92 employees including six co-located employees and one security guard.

Teleworking options were expanded in the department in response to the COVID pandemic, however, DPSS re-opened its public offices as of October 1, 2021. While DPSS has reached very high levels of teleworking during the pandemic, those levels have been reduced since more staff have returned to the office in response to recommendations made by the Centers for Disease Control, the Department of Public Health, and Cal OSHA. Currently, 65 staff telework at least one day a week. DPSS recognizes that a disciplined telework program improves the County's fiscal and sustainability goals, therefore, DPSS will continue to make every effort to maintain a level of telework that allows for future consolidation of leased facilities.

The existing lease expired on March 31, 2018 and has been on a month-to-month holdover basis with a 20 percent holdover fee. DPSS has requested that the lease be renewed so that it may continue to provide services at this location.

The existing facility is near public transportation including Amtrak Pomona station, Metrolink Pomona station, and Foothill Transit bus lines.

Approval of the recommended actions will find that the proposed amendment is exempt from CEQA and will allow DPSS to continue to operate at the subject facility.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 1 - "Make Investments That Transform Lives" - provides that we will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

The proposed amendment is also consistent with the Strategic Asset Management Plan Goal 2 – Strengthen Connection between Service Priorities and Asset Decisions; and Key Objective 4 – Guide Strategic Decision-Making.

The proposed amendment supports the above goals and objective by continuing to provide a centrally located office within the DPSS service area for participants to receive services.

The proposed amendment conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The aggregate cost associated with the proposed amendment over the entire seven-year term is \$3,305,000 and if the option to extend the term for two years is exercised, the cost for the option term is \$1,044,000 and the estimated total lease cost is \$4,349,000 over the nine-year term as shown on Enclosure B-1. The rental costs will be funded by 81.48 percent State and federal funds and 18.52 percent with net County cost.

Sufficient funding to cover the proposed rent, for the first year of the proposed amendment term is included in the Fiscal Year (FY) 2021-22 Rent Expense budget and will be billed back to DPSS. DPSS has sufficient funding in its FY 2021-22 Operating Budget to cover the proposed rent for the first year. Beginning in FY 2022-23, ongoing funding for costs associated with the proposed amendment will be part of the budget for DPSS. The costs for Low Voltage Items will be paid by DPSS directly to Internal Services Department and are not part of the proposed amendment costs. DPSS will contract and pay for furniture separately from the proposed amendment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed amendment also contains the following provisions:

- Upon commencement of the proposed amendment, the annual rental rate will decrease from \$32.50 per square foot per year to \$26.93 per square foot, per year, including parking. With the holdover fee, the County has been paying \$39.00 per square foot, per year, prior to the April Consumer Price Index (CPI) adjustment. Base rent is subject to annual increases based on the CPI and shall not be less than 2 percent or greater than 3 percent per annum.
- The estimated maximum first year rental cost of \$424,219 including parking, is adjusted to \$478,335 after including a lump sum payment for tenant improvements of \$60,000 and deducting a rent abatement of up to and no greater than \$5,884, which represents the maximum number of days for the construction period of the lobby area.
- The Landlord will perform tenant improvement work, which is estimated to be approximately \$260,000 (\$16.51 per square foot). The County will pay the Landlord for any tenant improvement costs in excess of \$200,000, but the County contribution shall not exceed \$60,000. The tenant improvement work includes, but is not limited to, remodeling the building lobby to include the reconfiguration of receptionist office, conference room, administrative office, painting the entire premises, new carpet, vinyl tiles and base throughout the premises, and minor Americans with Disabilities Act compliance work.
- If the County initiates a change to the Landlord's base improvement work, the Landlord will provide a maximum change order allowance of up to \$5,000, which shall be paid by the County to the Landlord in a lump sum payment.

- The Landlord is responsible for all operating and maintenance costs of the building including all utilities and janitorial services. The County has no responsibility for any operating and maintenance costs. The County is not subject to property tax increases.
- The 75 on-site parking spaces are included at no additional cost.
- The County has been in holdover since April 1, 2018, with a 20 percent holdover fee. By June 30, 2022, the total holdover fee paid by the County will be \$420,039.
- The County will be credited an amount up to and no greater than \$5,884, applied at the beginning of the term, as a rent abatement for existing leased space that would be rendered unusable during the tenant improvement work conducted by the Landlord. The rent abatement is \$65.38 per day multiplied by the number of days of construction by Landlord, not to exceed 90 days.
- A seven-year initial term with an option to extend the amendment for an additional two years with written notice of its election to do so, no later than 180 days, nor earlier than 365 days, prior to the end of the initial term. The base rent shall increase annually at a fixed rate of 2 percent. CEO seeks authority to exercise the option to extend which will only be exercised if DPSS desires to remain in this space at the end of the seven-year term and DPSS completes the space request evaluation process and is approved by CEO real estate and budget, and an analysis is performed to confirm the option rent is below or within market rate. If all options are exercised, the total term of the proposed amendment would be nine years.
- The County has the right to terminate the proposed amendment any time following the fifth anniversary of the commencement date, with nine months prior written notice, and the payment of a termination fee. The termination fee shall be equal to the Landlord's unamortized \$200,000 tenant improvement costs. The Landlord's tenant improvement costs shall be amortized over the term of the amendment, on a straight-line basis, without interest.
- Holdover at the proposed amendment expiration shall be the same base rent as at the time of expiration. Tenancy following the expiration of the amendment term is terminatable by either party upon 90 days written notice.
- The proposed amendment will be effective upon the first day of the first calendar month following approval by the Board and full execution of the proposed amendment.

The Chief Executive Office (CEO) conducted a market search of available office space for lease, but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27 and \$30 per square foot, per year. The base annual rental rate of \$26.93 per square foot, per year, for the proposed amendment represents a rate that is below the market range for the area. Further, relocation to a new building would require costly improvements. We recommend the proposed facility as the most suitable to meet the County's space requirements.

There are no co-working office space companies in Pomona to accommodate the required space needs.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Pomona has been sent in accordance with Government Code section 25351.

County Counsel has reviewed the proposed amendment and approved it as to form. The amendment is authorized by Government Code section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the County government.

The proposed amendment will continue to provide an appropriate location for the program, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed amendment, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed amendment will adequately provide the necessary office space for this County requirement. DPSS concurs with the proposed amendment and recommendations.

CONCLUSION

It is requested that the Executive Office of the Board of Supervisors, return one certified copy of the Minute Order and the adopted stamped Board letter to the CEO, Real Estate Division at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012, for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Fesia A. Davenport', with a stylized, flowing script.

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:JTC

JLC:MN:MT:gw

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Public Social Services

**DEPARTMENT OF PUBLIC SOCIAL SERVICES
360 EAST MISSION BOULEVARD, POMONA
Asset Management Principles Compliance Form¹**

1.	<u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions?		X		
B	Does lease co-locate with other functions to better serve clients?				X
C	Does this lease centralize business support functions?		X		
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² The amendment represents 171 sq. ft. per person for office space due to a higher number of persons per office space.			X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² The amendment is above the guideline ratio at 4.76/1,000 as it includes 75 parking spaces to accommodate staff and public.			X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?		X		
2.	<u>Capital</u>				
A	Is it a substantial net County cost (NCC) program? The rental costs will be funded by 81.48 percent with State and federal funds and 18.52 percent net County cost.			X	
B	Is this a long-term County program?		X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X	
D	If no, are there any suitable County-owned facilities available?			X	
E	If yes, why is lease being recommended over occupancy in County-owned space?				X
F	Is Building Description Report attached as Enclosure C?		X		
G	Was build-to-suit or capital project considered? ² The County already occupies the facility and a capital project was not considered.			X	
3.	<u>Portfolio Management</u>				
A	Did department utilize CEO Space Request Evaluation (SRE)?		X		
B	Was the space need justified?		X		
C	If a renewal lease, was co-location with other County departments considered?		X		
D	Why was this program not co-located?				X
	1. ____ The program clientele requires a "stand alone" facility.				
	2. ____ No suitable County occupied properties in project area.				
	3. ____ No County-owned facilities available for the project.				
	4. ____ Could not get City clearance or approval.				
	5. ____ The Program is being co-located.				
E	Is lease a full-service lease? ²		X		
F	Has growth projection been considered in space request?		X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?		X		
¹ As approved by the Board of Supervisors 11/17/98					

OVERVIEW OF THE BUDGETED LEASE AMENDMENT AND RELATED COSTS

Department of Public Social Services (DPSS)
360 East Mission Boulevard, Pomona

Basic Lease Assumptions

Leased Area (sq.ft.)	15,750	
Term (months)	84	
Annual Rent Adjustment	3.00%	
	Cost Per RSF Per Month	Cost Per RSF Per Year
Base Rent ¹	\$2.24	\$26.93

Option 1 Basic Lease Assumptions

Leased Area (sq.ft.)	15,750	
Term (months)	24	
Annual Rent Adjustment	2.00%	
	Cost Per RSF Per Month	Cost Per RSF Per Year
Base Rent	\$2.73	\$32.80

7 Year Term	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	Total 7 Year Rental Costs
Annual Base Rent Costs ^{2,3}	424,219	436,946	450,054	463,555	477,462	491,786	506,540	3,251,000
Lump Sum Payment for Tenant Improvements ⁴	60,000							60,000
Rent Abatement ⁵	(5,884)							(6,000)
Total Paid to Landlord	478,335	436,946	450,054	463,555	477,462	491,786	506,540	3,305,000
Total Annual Lease Costs	478,335	436,946	450,054	463,555	477,462	491,786	506,540	3,305,000

Option 1	1 st Year	2 nd Year	Total 2 Year Rental Costs	Total 9 Year Rental Costs
Annual Base Rent Costs ⁶	516,670	527,004	1,044,000	4,349,000
Total Annual Lease Costs	516,670	527,004	1,044,000	4,349,000

Footnotes

¹ The Cost Per RSF calculations are based on the rent stated in the lease as \$35,351.54. For example the cost per RSF per month is calculated by \$35,351.54/15,750sf=\$2.24 and cost per RSF per year is \$424,219/15,750sf=\$26.93.

² Base rent for the office space includes annual adjustments based on CPI with minimum of 2 percent and cap of 3 percent. This schedule assumes the 3 percent cap per year.

³ A total of 75 on-site parking spaces are included in the rent.

⁴ Lump Sum Payment for Tenant Improvements. The estimated tenant improvement costs are \$260,000. Landlord agreed to pay \$200,000 and the County agreed to pay up to \$60,000 in a lump sum.

⁵ Landlord will provide a rent abatement for existing leased space that would be rendered unusable during the Tenant Improvement work for up to 90 days. The per day cost of the unusable space is \$65.38.

⁶ Base rent under Option 2 increases 2 percent per annum.

*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.

7 Year Term	Option 1	Total Costs
3,305,000	1,044,000	4,349,000

COMPARISON OF THE PROPOSED AMENDMENT TO EXISTING LEASE

	Existing Lease: 360 East Mission Boulevard, Pomona	Proposed Amendment 360 East Mission Boulevard, Pomona	Change
Area (Square Feet)	15,750 sq. ft.	15,750 sq. ft.	No Change
Term (years)	10 years	7 years plus 2-year option to renew	3 years with one 2-year option to renew
Annual Base Rent (Base rent includes 75 parking spaces)	\$614,265 ⁽¹⁾	\$424,219 (\$26.93 per sq. ft. annually)	-\$190,046 annually
Lump Sum Payment for Tenant Improvements	N/A	\$60,000	+\$60,000
Rent Abatement	N/A	-\$5,884 ⁽²⁾	-\$5,884
Total Annual Lease Costs payable to Landlord	\$614,265	\$478,335 ⁽³⁾	-\$135,930 annually
Rental rate adjustment	Annual CPI adjustments capped at 6 percent with 4 percent minimum.	Annual CPI adjustments capped at 3 percent with 2 percent minimum.	-3 percent

⁽¹⁾ \$39.00 per sq. ft. annually based on base rent of \$32.50 per sq. ft. plus 20% holdover fee since April 1, 2021. The 20% holdover fee has been charged since April 1, 2018. By June 30, 2022, the total holdover fee paid by the County will be \$420,039.

⁽²⁾ The County will be credited \$5,884, applied at the beginning of the term, as a rent abatement for the tenant improvement work conducted by the Landlord. The rent abatement is \$65.38 per day multiplied by the number of days of construction by Landlord, not to exceed ninety (90) days.

⁽³⁾ Rent for the subsequent years will increase. See Enclosure B-1.

DEPARTMENT OF PUBLIC SOCIAL SERVICES

SPACE SEARCH – 3 MILE RADIUS FROM 360 EAST MISSION BOULEVARD, POMONA

LACO	Name	Address	Ownership Type	Gross Sq Ft	Vacant
A036	Probation – Pomona Valley Area Office	1660 W. Mission Blvd., Pomona 91766	Leased	21,680	None
A359	DPSS – Pomona GAIN Region III Sub-Office	2255 N Garey Ave. Pomona 91766	Leased	19,500	None
A300	District Attorney – Pomona Intervallley Office Building	300 S. Park Ave. Pomona 91766	Leased	16,757	None
A019	Air Operations 24 - Hr Multi - Mission Squad	1889 Mckinley Ave La Verne 91750	Leased	9,600	None
4135	Brackett Field - Administration Building - 1	1615 W Mckinley Ave La Verne 91750	Owned	9,393	None
A370	DPSS – Pomona (GROW)	416 N. Garey Ave, Pomona 91768	Leased	5,000	None
10208	BOS 1 st District Field Office	2245 N. Garey Ave, Pomona 91767	Leased	1,257	None
A686	Sheriff – Metrolink Unit (Pomona)	2558 Supply St., Pomona 91767	Contract	1,200	None

FACILITY LOCATION POLICY ANALYSIS

Proposed amendment: Seven-year amendment for the DPSS Services – 360 East Mission Boulevard, Pomona – First District.

A. Establish Service Function Category – In-Home Support Services (IHSS) Program

B. Determination of the Service Area – The proposed amendment will allow DPSS to continue to provide services to residents in the Pomona, San Dimas, La Verne, Diamond Bar, and Claremont. IHSS is a direct service program and helps pay for services provided to low-income elderly, blind or disabled individuals.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: This location meets the needs of DPSS and remains in an appropriate area.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services including the Amtrak Pomona station, Metrolink Pomona station and Foothill Transit bus lines.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There is no space available in existing County-owned buildings to meet the departments service needs.
- Compatibility with local land use plans: The City of Pomona has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associate with the proposed amendment over the entire term is approximately \$3,305,000.

D. Analyze results and identify location alternatives

The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27 and \$30 per square foot, per year. The base annual rental rate of \$26.93 per square foot, per year, for the proposed amendment represents a rate that is below the market range for the area. Further, relocation to a new building would require costly improvements. We recommend the proposed facility as the most suitable to meet the County's space requirements.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed amendment will provide adequate and efficient office space for DPSS employees and clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. There are no available buildings in the area that meet Department requirements.

**AMENDMENT NO. 2 TO COUNTY LEASE NO. L-75968
360 EAST MISSION BOULEVARD, POMONA**

This Amendment No. 2 to Lease No. L-75968 ("Amendment No. 2") is made and entered into this _____ day of _____, 2022 ("Effective Date"), by and between Gardena Memorial Medical Plaza, LLC, a California limited liability company, hereinafter referred to as "Landlord," and the County of Los Angeles, a body corporate and politic, hereinafter referred to as "Tenant."

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Lease No. L-75968 dated December 19, 2006 ("Original Lease"), for approximately 17,616 rentable square feet of office space located at 360 East Mission Avenue, Pomona, California ("Premises").

WHEREAS, Amendment No. 1 to Lease No. L-75968 executed on November 21, 2007 ("Amendment No. 1"), among other things, amended the terms of the Original Lease to reduce the Premises to 15,750 rentable square feet to reflect measurements and adjust the projected commencement date. As used in this Amendment No. 2, the term "Lease" shall mean the Original Lease as amended by Amendment No. 1 and this Amendment No. 2. Each capitalized term used in this Amendment No. 2, but not defined herein, shall have the meaning ascribed to it in the Original Lease.

WHEREAS, Landlord and Tenant now wish to amend the Lease to provide for among other matters, an extension of the Term and adjustment to the rent, all upon and subject to each of the terms, conditions, and provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree and amend the Lease as follows:

AGREEMENTS

1. **ADDRESSES FOR NOTICE**. Sections 1.1(a) and (b) of the Original Lease are hereby deleted in their entirety, and the following language is inserted in substitution thereof:

“(a) Landlord’s Address for Notice:	Gardena Memorial Medical Plaza, LLC 3191 Casitas Avenue, Suite 200 Los Angeles, CA 90039 Attn: Property Manager
-------------------------------------	--

“(b) Tenant’s Address for Notice:	County of Los Angeles Chief Executive Office Real Estate Division Hall of Records 320 West Temple Street, 7th Floor Los Angeles, California 90012 Attention: Director of Real Estate
-----------------------------------	--

2. ASBESTOS REPORT. Section 1.1(o) of the Original Lease is hereby amended by adding the following language:

"An updated report dated May 27, 2006 prepared by Environmental Monitoring Group, a licensed California Asbestos contractor."

3. DISABLED ACCESS SURVEY. A new lease Section 1.1(p) is hereby added to the Lease as follows:

"(p) Disabled Access Survey: A report dated February 11, 2021, prepared by CASp Experts LLC."

4. EXTENSION OF THE TERM. Landlord and Tenant acknowledge that the Term of the Original Lease expired on March 31, 2018, and that the Lease is currently valid and in holdover on a month-to-month basis, pursuant to Section 7 of the Original Lease. Notwithstanding anything to the contrary in the Lease, the Lease is hereby amended to extend the Lease term for an additional seven (7) years commencing on the first day of the month following approval of the County Board of Supervisors and mutual execution and delivery of this Amendment No. 2 ("Extension Commencement Date"), and terminating at midnight on the day before the seventh (7) anniversary of the Extension Commencement Date ("Lease Expiration Date"). The period of time commencing on the Extension Commencement Date and terminating on the Lease Expiration Date shall be referred herein as the "Extension Term."

5. MONTHLY PAYMENT (RENT).

(a) As of the Extension Commencement Date, the amount of Base Rent set forth in Section 1.1(h) of the Original Lease is amended to be **thirty-five thousand three hundred fifty-one dollars and fifty-three cents (\$35,351.54) per month (i.e. \$2.24 per rentable square foot per month)**. The Base Rent shall increase annually based on the Consumer Price Index for all Urban Consumers for the Los Angeles-Riverside-Orange County Area pursuant to Section 5 of the Original Lease, except that Section 5(d) of the Original Lease is amended so that the Base Rent adjustment shall not be less than 2% or greater than 3% per year.

(b) Provided that Tenant is not in Default prior to the date (the "Completion Date") on which Landlord substantially completes the Extension Term Tenant Improvements (as defined below), Tenant shall receive a conditional abatement of a portion of the monthly Base Rent in the amount of sixty-five and 38/100 dollars (\$65.38) per day payable during the period beginning on the date on which Landlord commences the Extension Term Tenant Improvements and ending on the Completion Date; provided however, in no event shall the total number of days during which Base Rent is partially abated exceed ninety (90) days. The conditional Base Rent abatement provided in this Section ("Concession") shall be conditioned upon Tenant's strict compliance with all of the terms of the Lease. If Tenant shall be in Default at any time prior to the Completion Date, then the Concession shall immediately become null and void, Base Rent shall not be abated and shall immediately revert back to the amount that would be due under the Lease but for the Concession, and Tenant shall immediately become liable to Landlord for any and all amounts theretofore unpaid as a result of the Concession, as well as for the late charges and interest thereon to the extent late charges and interest are due under the Lease in the event of a delinquency (i.e., all conditionally abated amounts shall be deemed to have been delinquent).

6. EARLY TERMINATION. Sections 4(b) and 4(c) of the Original Lease are hereby deleted in their entirety. Sections 1.1(i) and 4(d) of the Original Lease are hereby deleted in their entirety, and the following language is inserted in substitution thereof:

"1.1(i) Early Termination Date: The fifth anniversary of the Extension Commencement Date."

"4(d) Early Termination. Tenant shall have the right to terminate this Lease at any time after the Early Termination Date specified in Section 1.1(i), by giving Landlord nine (9) months prior written notice, executed by Tenant's Chief Executive Officer or his/her designee ("Termination Notice"). If the Lease is terminated pursuant to this Section, Tenant shall reimburse Landlord for the unamortized amount of the Tenant Improvement Allowance ("Termination Fee"). As used in this Amendment No. 2, the phrase "Tenant Improvement Allowance" shall mean \$200,000, and for purposes of this Section 4(d) the Tenant Improvement Allowance shall be amortized on a straight-line basis with no interest factor. The Termination Fee shall be paid thirty (30) days in advance of the effective early termination date."

7. HOLDOVER. Section 7 of the Original Lease is hereby deleted in its entirety, and the following language is inserted in substitution thereof:

"7. HOLDOVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Extension Term, such occupancy shall be a tenancy which is terminable by either party only upon ninety (90) days written notice to the other party. The Base Rent for any holdover period shall be the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease."

8. SERVICES AND UTILITIES.

a. Section 11(f) of the Original Lease is hereby deleted in its entirety, and the following language is inserted in substitution thereof:

"(f) Pest Control. Landlord at its sole cost and expense shall provide any and all pest control services to the Premises on as needed basis as determined by a licensed exterminator."

b. A new Section 11(h) is hereby added to the Lease as follows:

"(h) Access. Landlord shall furnish to Tenant's employees and agents access to the Premises on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Premises."

c. A new Section 11(i) is hereby added to the Lease as follows:

"(i) Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety

systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises during the Extension Term of this Lease or any further renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord. "

9. ENVIRONMENTAL MATTERS. The Original Lease is amended to insert as a new Section 21(c) the following paragraph:

"(c) Landlord Representations and Warranties. Except for (i) any Hazardous Materials brought onto the Premises by Tenant and (ii) as set forth in the report described in Section 1.1(o) of the Lease, Landlord represents and warrants that the Building and Premises are free of Hazardous Materials as of August 31, 2020."

10. ASSIGNMENT BY TENANT. Section 29(b) of the Original Lease is amended by adding the following sentence at the end thereof: "Notwithstanding the foregoing, Tenant shall not assign the Lease or sublet any portion of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, delayed or denied."

11. OPTION TO EXTEND. The Original Lease is amended to insert as a new Section 34 the following paragraphs:

"34. OPTION TO EXTEND.

(a) Option Term. Provided that no Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) option (the "Option to Extend") to renew this Lease for an additional period of two (2) years (the "Option Extension Term").

(b) Exercise of Option. Tenant must exercise its Option to Extend this Lease by giving Landlord written notice of its election to do so no later than one hundred eighty (180) days, nor earlier than three hundred sixty-five (365) days, prior to the end of the initial Term. If Tenant fails to give such written notice to Landlord, then the Option to Extend shall terminate, and without any further notice, act, or agreement, this Lease will terminate as of the then-applicable expiration date, and neither Landlord nor Tenant will have any further obligation or liability under this Lease arising or continuing from and after such expiration date, subject, however, to the provisions that expressly survive termination of this Lease.

(c) Terms and Conditions of Option Extension Term. The Option Extension Term shall be on all the terms and conditions of this Lease, except that Base Rent shall increase at the commencement of the Option Extension Term and will increase on each anniversary of the commencement of the Option Extension Term at a fixed rate of two percent (2%).

12. EXTENSION TERM TENANT IMPROVEMENTS. The Original Lease is amended to insert as a new Section 35 the following paragraphs:

"35. EXTENSION TERM TENANT IMPROVEMENTS.

(a) Landlord Obligations and Construction Schedule. Landlord, at Landlord's sole cost and expense, shall perform the modifications to the Premises listed in Exhibit "I" to the Lease ("Extension Term Tenant Improvements") to Tenant's satisfaction. Landlord shall complete the Extension Term Tenant Improvements in accordance with the construction schedule listed in Exhibit "I" to the Lease ("Construction Schedule").

(b) As-Built Drawings. Within sixty (60) days after completion of the Extension Term Tenant Improvements, Landlord shall furnish the Chief Executive Office with one (1) complete set of reproducible as-built drawings of the Extension Term Tenant Improvements on a CAD system basis.

(c) Code Compliance. The Premises shall meet all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy. **Without limiting the generality of the foregoing, construction of the Extension Term Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the tenant improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site.** Any work, including construction, that Landlord must undertake to obtain the necessary jurisdictional approvals for occupancy shall be at Landlord's sole cost and expense. Any work undertaken to meet applicable code requirements necessitated by Tenant's special requirements shall be at Landlord's sole cost and expense.

(d) Completion. The parties agree that the estimated time for completion of said Extension Term Tenant Improvements is ninety (90) days from the date of issuance of the building permit based on the Construction Schedule. Landlord shall file for a building permit, if applicable, to construct the Extension Term Tenant Improvements as set forth on the Construction Schedule and Landlord shall diligently pursue the issuance of such permit through completion as soon as possible. All work related to the Extension Term Tenant Improvements shall be performed during non-business hours of Tenant. To the extent that such work cannot be completed during non-business hours, Landlord shall use its best efforts to perform the work in a manner so as to minimize any disruption of Tenant's use of the Premises.

(e) Delay. Completion of the Extension Term Tenant Improvements may be delayed by:

(i) Acts or omissions of Tenant or its employees or agents (including any change orders requested by Tenant), or

(ii) Any act of God or other force majeure event (including, without limitation, the existence and continuation of the coronavirus (Covid-19) pandemic) which Landlord could not have reasonably foreseen and provided for, or

(iii) Any strikes, boycotts or like obstructive acts by employees or labor organizations which Landlord cannot overcome with reasonable effort and which Landlord

could not have reasonably foreseen and provided for, or

(iv) Any war or declaration of a state of national emergency, or

(v) The temporary closure or reduction in regular hours or services of any governmental agency, or the imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the tenant improvements.

(f) Change Requests. All Tenant-initiated and approved change requests shall not exceed a total cost of Five Thousand Dollars (\$5,000), and Landlord shall not be required to accept any particular change request if the total cost of prior Tenant-initiated change requests exceeds Five Thousand Dollars (\$5,000). The Chief Executive Officer or his/her designee is hereby authorized to approve change requests on behalf of Tenant. Tenant shall pay for change request costs in a lump sum within ten (10) days after completion of the Extension Term Tenant Improvements. Landlord, or Landlord's contractor, shall submit to the Chief Executive Officer or his/her designee with each change request (a) the specific cost of the requested change; (b) the cumulative net total cost of all change requests previously approved; and (c) an estimate of the number of days by which construction time will be increased or shortened if the change request is approved. Each change request must be signed and dated by the Chief Executive Officer or his/her designee in order to be considered approved. Unless request by Tenant in writing, Landlord shall not be required to suspend work on the Extension Term Tenant Improvements between the time Tenant initiates a change request and the date on which the Chief Executive Officer or his/her designee signs the same, and if Tenant so requests a suspension, the period of time that work is suspended shall delay the date for completion of the Extension Term Tenant Improvements. Tenant shall have the right to audit the cost of the changes within ninety (90) days after the completion of the Extension Term Tenant Improvements. If Tenant requests a rent reduction due to its audit of these costs, Tenant shall provide Landlord with a copy of the audit summary as part of its request.

(g) Construction. Construction of the Extension Term Tenant Improvements will be subject to the following terms and conditions:

(i) Notice of Nonresponsibility. Landlord and its contractors and subcontractors shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.

(ii) Warranties. Landlord warrants that the Extension Term Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than two (2) years from the date of Substantial Completion. Landlord shall use reasonable efforts to cause each contractor and subcontractor to provide warranties of like duration (but in no event less than one (1) year) in all construction contracts relating to the Extension Term Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Extension Term Tenant Improvements. Patent defects in the Extension Term Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Extension Term Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

(iii) Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Extension Term Tenant Improvements, whether in the Premises or in other areas utilized by Landlord or its contractors. Tenant shall deliver to Landlord written notice detailing substandard work in connection with the Extension Term Tenant Improvements. If Landlord fails to correct such substandard work within thirty (30) days after Tenant's notice (or if such substandard work cannot reasonably be corrected within thirty (30) days, then such additional time as is reasonably necessary so long as Landlord commences within such thirty (30) day period, and thereafter diligently prosecutes, correction of such substandard work), then Landlord agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(h) Tenant Remedies. If the Extension Term Tenant Improvements have not been completed within sixty (60) days from the estimated time of completion, which period shall be extended for the periods of time resulting from delays enumerated above, then Tenant may, upon thirty (30) days written notice to Landlord, assume the responsibility for constructing or completing the Extension Term Tenant Improvements itself. If Tenant elects to construct or complete the Extension Term Tenant Improvements itself, then rent shall be reduced by Tenant's total expense in making the Extension Term Tenant Improvements, including any financing charges for capital and a reasonable amount for Tenant's administrative costs, and including interest at the rate of 10% per annum ("Tenant's Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over the Extension Term and deducted from the Base Rent.

(i) Tenant's Extension Term Tenant Improvement Contribution and Method of Payment. Tenant shall pay Landlord the amount by which the cost of the Extension Term Tenant Improvements exceeds two hundred thousand dollars (\$200,000), not to exceed sixty thousand dollars (\$60,000), as Tenant's "Extension Term Tenant Improvement Contribution," which payment shall be made within thirty (30) calendar days after all of the following conditions have been met: (i) the Extension Term Tenant Improvements are Substantially Complete (as defined in the Original Lease); (ii) Landlord has provided Tenant with documentation substantiating all Extension Term Tenant Improvement costs, including without limitation, receipts, invoices, proof of payment, unconditional lien releases and approved changed orders; and (iii) Tenant has reconciled all Extension Term Tenant Improvement costs to determine and confirm the total amount spent to construct the Extension Term Tenant Improvements and the amount of the Tenant's Extension Term Tenant Improvement Contribution owed to Landlord, which reconciliation shall be commenced promptly after Landlord delivers to Tenant the documentation described in clause (ii) above and shall be diligently prosecuted to completion.

13. CASp INSPECTION. The Original Lease is amended to insert as a new Section 36 the following paragraphs:

"36. CASp INSPECTION. In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises: [Check the appropriate box]

☐ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord

shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☒ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Has not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease.

14. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL.
The Original Lease is amended to insert as a new Section 37 the following paragraph:

"37. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL. At Landlord's sole cost, Landlord shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4."

15. COUNTERPARTS: The Original Lease is amended to insert as a new Section 38 the following paragraph:

"38. COUNTERPARTS. This Lease and any amendments or other document necessary for the consummation of the transaction

contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original."

16. ELECTRONIC SIGNATURE: The Original Lease is amended to insert as a new Section 39 the following paragraph:

"39. ELECTRONIC SIGNATURE. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and any amendments or other document necessary for the consummation of the transaction contemplated by this Lease, and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease and any amendments or other document necessary for the consummation of the transaction contemplated by this Lease had been delivered and had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease or any amendment or other document necessary for the consummation of the transaction contemplated by this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease or any amendment or other document necessary for the consummation of the transaction contemplated by this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction."

17. ACKNOWLEDGEMENT BY LANDLORD. Section 31(b) of the Original Lease is hereby deleted in its entirety and substituting in its place the following:

"31(b) Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the

County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 31(b), then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law."

18. EXHIBITS. The Original Lease is hereby amended by adding Exhibit "I" attached to this Amendment No. 2.

19. BROKERS. Except for Jones Lang LaSalle Brokerage, Inc., Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Landlord shall pay Jones Lang LaSalle Brokerage, Inc. a commission pursuant to that certain Commission Agreement, dated April 1, 2020.

20. RATIFICATION AND CONFIRMATION OF LEASE. Except as modified herein, all other terms and conditions of the Lease remain in full force and effect. In the event that the terms and conditions of this Amendment No. 2 conflict with the terms and of the Original Lease or Amendment No. 1, then the terms and conditions of this Amendment No. 2 shall prevail and control.

21. FULL FORCE AND EFFECT. Landlord and Tenant each represent and warrant to the other that the Lease is in full force and effect and has not been assigned, modified, supplemented or further amended in any way. As an essential inducement to Landlord to execute this Amendment No. 2, Tenant certifies and warrants to and agrees with Landlord that (a) no event of default by Landlord under the Lease exists as of the date hereof, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute an event of default, (b) Landlord is not in any manner in default in the performance or observance of any obligation or duty owed to Tenant, under the Lease or otherwise, and (c) Tenant has no defenses, offsets, claims or counterclaims to the observance and performance by Landlord of any provision of the Lease, or, if any such defenses, offsets, claims or counterclaims exist, they are hereby forever waived, released and settled as a material consideration for this Amendment No. 2.

22. ENTIRE AGREEMENT. The Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the parties not contained in the Lease shall be of any force or effect. The Lease may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, Landlord has executed this Amendment No. 2 or caused it to be duly executed and this Amendment No. 2 has been executed on behalf of the County by the Chief Executive Officer of the Chief Executive Office of the County the day, month, and year first above written.

LANDLORD:

GARDENA MEMORIAL MEDICAL PLAZA, LLC
a California limited liability company

By:



Name: Jeff Stauffer_____
Its: Authorized Signatory

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By:

John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWN R. HARRISON
Acting County Counsel

By:



Deputy

EXHIBIT "I"

EXTENSION TERM TENANT IMPROVEMENTS AND CONSTRUCTION SCHEDULE

Landlord, at Landlord's sole cost and expense shall deliver a "Turn-Key" improvement installation of the following modifications to the Building to Tenant's satisfaction:

REMODEL OF ENTRY LOBBY AND OFFICES– Lobby remodel and turnkey office space improvements including new walls, flooring, paint, electrical outlets and data outlets, ceiling, lights and HVAC. See Attachment A for space configuration. See Attachment B for material specifications.

- A. Administrative Office – Turnkey office space including closure of wall, electrical and data outlets, paint, flooring, door. Ceiling, lights and HVAC shall be existing. Furniture by Tenant.
- B. Receptionist office – Turnkey office space including window security glass, transaction slot and voice box and paint and flooring. Electrical outlets, data outlets, ceiling, lights and HVAC shall be existing. Furniture by Tenant.
- C. Two interview booths – Walls, flooring, paint, lights, electrical outlets, data outlets, ceiling. Furniture by Tenant.
- D. ADA Booth- Walls, flooring, paint, lights, electrical outlets, data outlets, ceiling. Furniture by Tenant.
- E. Print Station- Walls, flooring, paint, lights, electrical outlets, data outlets, ceiling. Furniture by Tenant.
- F. Security Desk- Walls, flooring, paint, lights, electrical outlets, data outlet. Furniture by Tenant.
- G. Computer Resource - Walls, flooring, paint, lights, electrical outlets, data outlets. Furniture by Tenant.
- H. 14 Seat Lobby – Flooring and paint. Furniture by Tenant.

PAINT AND FLOORING – New paint throughout the Premises. New flooring and baseboard throughout the Premises, including lifting of furniture and furniture systems.

CHAIR RAILS AT LARGE CONFERENCE ROOM – Install chair rails at large conference room.

PUBLIC REAR AREA CORRIDOR DOOR – Install door with viewing glass at public rear area corridor

WOMENS RESTROOM COUNTERTOP – Repair countertop at employee women's restroom.

ADA COMPLIANCE WORK - Compliance work agreed upon by Landlord, listed below in A thru D, and referenced in Accessibility Survey Report dated February 11, 2021. See Accessibility Survey Report.

- A. Tow-Away Warning Signs. Remove and replace tow signs with a Caltrans R100B warning sign.
- B. Parking Lot. Seal cracks in parking lot.
- C. Pedestrian Gate. Install a smooth kick plate, a minimum 10" high across the full width of the gate, at the bottom of the push side. Mount a tactile exit sign next to the gate at the latch side, centered 56" above the walkway. Sign shall have grade 2 contracted Braille beneath raised text stating "EXIT"

- D. Site Arrival Points. Provide a directional sign on the fence at the intersection of Mission and Elm with an arrow pointing to the pedestrian gate. Sign shall have a dark blue background display a white arrow and white ISA.

Construction Schedule

1. Within fifteen (15) days following mutual execution and delivery of the Amendment No. 2 to County Lease, Landlord shall provide the Tenant's designated representative, Edgar Pejoro, with paint and material specifications, in accordance with the specifications set forth in Attachment "B", for approval by Tenant.
2. Within fifteen (15) days following receipt of Tenant's written approval of the paint and material specifications, Landlord shall provide Tenant a construction schedule which details the schedule for the carpet, paint and construction.
3. Promptly after Tenant's written approval of the construction schedule, Landlord shall apply for, and diligently pursue the issuance of, all applicable building permits. Construction shall commence within five (5) business days following issuance of building permits.
4. Subject to Delays pursuant to Section 35(e) of the Lease, Landlord shall complete the Tenant Improvements set forth in Attachment "A" and "B" within ninety (90) days of commencement of construction.

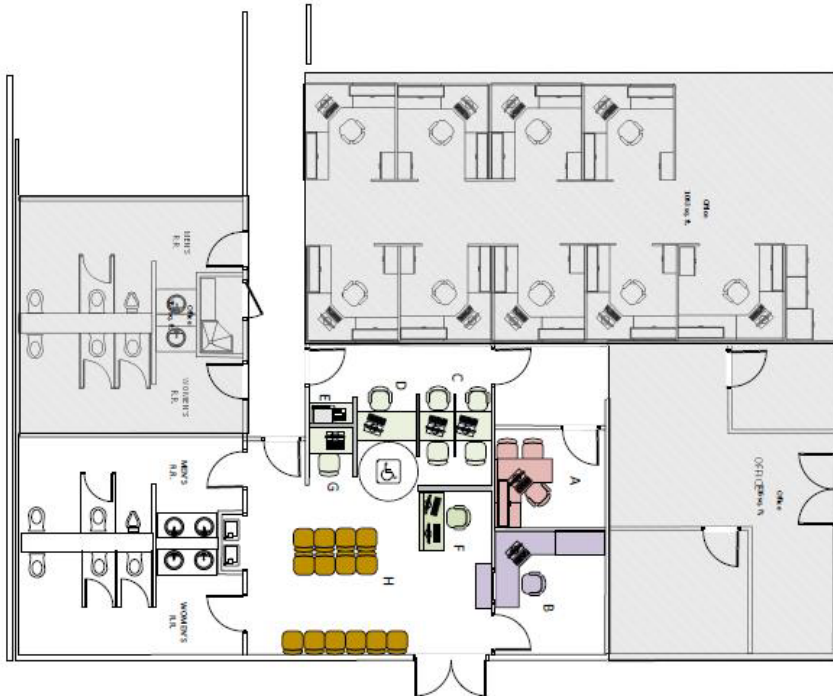
ATTACHMENT "A" PRELIMINARY PLAN

I. Partial Reconfiguration of Conference Room and Administration Space:

- A. Administrative Office @9'3"x8'4" 73 sq. ft.
- B. Receptionist Office @ 9'3"x10'4" 92 sq. ft.
- C. 2 Interview Booths @ 3' x11'10" 34 sq. ft.
- D. 1 ADA Booth @5'x11'10" 56 sq. ft.
- E. 1 Print Station
- F. Security Desk @ 60"x32"
- G. Computer Resource @3'9"x4'7"½ 26 sq. ft.
- H. 14 Seat Lobby @ 20'9"x13'10" 300 sq. ft.



Not in Scope of Work



ATTACHMENT "B"
EXTENSION TERM TENANT IMPROVEMENT SPECIFICATIONS

GENERAL

1. Extension Term Tenant Improvements shall conform to the requirements of all governing building, plumbing, mechanical, and electrical codes, and any and all other applicable requirements including State of California Administrative Code and The Americans With Disabilities Act. Landlord shall be responsible for obtaining all necessary permits, the cost of which will be paid by Landlord.
2. Scope of work shall include all labor, materials, supplies, equipment, services, specialties, transportation, and the cost thereof, required to complete Extension Term Tenant Improvements for said project.

DOORS, FRAMES, and HARDWARE

1. New interior doors shall be solid-core and shall match existing finish.
2. New interior door frames shall be aluminum and shall match existing finish.
3. Provide fire-rated assemblies as required by code.
4. Levers and locks shall be "Heavy-Duty Commercial" type, Schlage "D" series minimum, "Sparta" or approved equal and shall match existing finish.
5. Provide panic door hardware as required by code.
6. Doors and door hardware shall comply with the accessibility requirements of the California Administrative Code and the Americans with Disabilities Act.

FINISHES

1. **Carpet:**
 - a. Install new carpet tile throughout the Premises including corridors where carpet is currently installed.
 - b. Carpet tile shall be Interface Cubic Honor Roll 50cm x50cm or equal quality, weight, and size. Three options of color to be provided to the County for their final selection. The final selection will be provided to Landlord within 15 days or Landlord shall select same.
 - c. Landlord will be responsible for the furniture lift for carpet replacement, including moving any furniture, fixtures, (including the disconnection of electrical equipment), and other property which Landlord or its contractor may require be moved to perform the work, provided however, that upon prior notice from Landlord or its contractor, Tenant shall arrange for all appropriate telephone, communication, photo copy machines and computer wires or cables to be disconnected in advance of the moving of such equipment, and shall empty out, and remove any items from on top of, all filing cabinets and desks. Landlord and Tenant hereby agree to cooperate with the other party and exercise reasonable, good faith efforts to coordinate the timing and planning of the Tenant Improvements.

2. Ceramic Tile:

- a. New ceramic tile in construction area shall match existing in size, quality and finish.

3. Topset Base:

- a. Install 4" topset base at all carpet installation areas with new and existing walls and cabinet bases.
- b. Specify Roppe, Burke, Johnsonite or approved equal with color selection by County of Los Angeles.

4. Paint:

- a. Paint all new and existing interior spaces throughout the Premises, but not limited to walls and hard-lid ceilings. Provide one primer coat and two finish coats.
 - i. Office Areas: eggshell low-sheen finish.
 - ii. Lunchroom and Bathrooms: semi-gloss finish.
- b. Specify Dunn Edwards or approved equal.
- c. In the case that furniture systems are not replaced, then walls that are behind cubicles, fixed cabinets or millwork shall not be painted. Tenant will remove all items from walls prior to painting including memos, tape, pictures and personal property, but Landlord will remove and reinstall bulletin boards, white boards and similar wall items.

5. Ceiling Tiles

- a. New ceiling tiles in construction area shall match existing in size, quality and finish.

6. Lighting

- a. New lighting in construction area shall match existing in output, size, quality, and finish.

7. New Construction/Millwork

- a. New construction shall include full height walls between interview workstations and shall be constructed per code.
- b. New construction shall include millwork consisting of laminate worksurfaces/counters.
- c. Specify Wilsonart laminate or approved equal with color selection by County of Los Angeles.
- d. All Fixtures, Furniture and Equipment to be provided by County of Los Angeles.